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Current Topics.

Statutory Changes for the New Year.

THE Oil in Navigable Waters Act, 1922, which we notice elsewhere, appears to be the only statute of the past session which comes into operation on 1st January next. In general, the statutes came into operation at the date of passing. The Law of Property Act, 1922, which was the chief legislative achievement of the session, is, of course, postponed till 1st January, 1925, so that there is now a clear period of two years for re-casting the Act and preparing for the changes which it will make in conveyancing. Under s. 2 of the Railways Act, 1921, schemes of amalgamation of the four groups specified in the First Schedule—the Southern, the Western, the North Western, Midland and West Scottish, and the North Eastern, Eastern, and East Scottish—which have been agreed on, are to be submitted to the Minister of Transport for reference to the Amalgamation Tribunal, and where no agreed scheme is submitted, a scheme is to be prepared and settled by the Tribunal. A further step in the restoration of normal pacific relations between this country and Germany was taken on the 23rd inst., when ss. 10 and 11 of the Aliens Restriction Act, 1919, ceased to operate in consequence of the lapse of three years from the passing of the Act. Under s. 10, no former enemy alien was permitted to land in the United Kingdom without permission of the Home Secretary, to be granted only on special grounds, and by s. 11 former enemy aliens were debarred from acquiring land and certain shares or interests in companies. Since the latter section affected the title to land, it will still be necessary for conveyancers to take note of it.

Appeals to the Privy Council.

IN REFERRING recently (*ante*, p. 159) to the application to the Judicial Committee for leave to appeal in the *Engineers' Case*, we find that we were wrong in assuming that the formal reasons for dismissing the application would be stated later. We are informed that it is not the practice for the Board to give reasons for refusing to advise the King to grant special leave of appeal, and in the present case the Lord Chancellor merely said that their Lordships had considered the two petitions, and particularly the

statements contained in each petition as to the main point of substance upon which the petitioners desired to have leave to appeal, and having regard to those statements their Lordships did not consider that this was a case in which special leave to appeal should be granted, and they would humbly advise His Majesty accordingly. On this result we need not make any comment, though Mr. ROBINSON's paper, which we printed recently, seemed to show that the question was as important as any that is likely to come on appeal from Australia.

Lord Morley and Lincoln's Inn.

THE ANNOUNCEMENT of Lord MORLEY's eighty-fourth birthday reminds us that we omitted to mention the name of this veteran statesman and man of letters in our recent list of famous laymen who have been members of Lincoln's Inn. Lord MORLEY, like WALTER BAGEHOT, was actually called to the Bar, although he has never practised. He entered the Inn as a student in his Oxford days, but *Res angusta domi*, and a stern struggle for subsistence in the world of journalism, prevented him from completing his terms and receiving his call to the Bar for nearly a score of years, by which time he had already become a distinguished *litterateur* and politician. Indeed, in those early days, he at one time sacrificed his library to provide the wherewithal of existence. His eminence in politics, of course, is a controversial matter on which we need not enter except merely to say that as a dignified personality who never descended to cheap or vulgar methods of self-advertisement, he always commanded the high respect of the Commons and the Lords. In literature, of course, he has been one of the great names of the nineteenth century throughout the English-speaking world. His "Burke" is a masterpiece of summary biography; his "Walpole" is only less famous. His monographs on "Voltaire," "Rousseau," and "Diderot and the Encyclopædists," indeed, are the chief sources from which the average cultured man of the world derives his knowledge of the great personalities who made the intellectual revolution of the eighteenth century, and inspired the political revolution in France. Lincoln's Inn has few more worthy sons.

Death Duties and Settled Legacies.

WE PRINTED recently (*ante*, p. 165) a letter from Messrs. LAWSON, COPPOCK & HART, enclosing copy correspondence which they had had with the Secretary of the Law Society on the question of death duties on settled legacies, and they were good enough to refer to articles on the subject which have appeared in our pages. In replying, Mr. COOK drew attention to the recent decision of Mr. Justice SARGANT in *Re Duke of Sutherland* (*ante*, p. 11). There was formerly, and, no doubt still is, difficulty in saying whether, when a settled legacy is given clear of death duties, this means that it is freed only from the duty payable on the death of the testator, or also the duty payable on the death of a tenant for life of the legacy. In *Re Stoddart*, 1916, 2 Ch. 444, SARGANT, J., took the latter view, at the same time saying: "No doubt great practical difficulties arise from this result, which is that some part of the residue must be kept to answer any fresh duties which may be imposed by the Legislature," and also, it may be added, the existing estate duty, the amount of which in any particular case cannot be foretold with certainty. But, to a considerable extent, the difficulty has been removed by the decision of the Court of Appeal in *Re Wedgwood*, 1921, 1 Ch. 601, the effect of which is, as we formerly stated (65 SOL. J., p. 656), that the natural construction of a gift clear of duties is "that only duties payable up to the time of payment or appropriation [misprinted "appropriated"] of the settled legacy are to be borne by the residue; and that to avoid this result the testator must say clearly, that the residue is to bear future as well as present duties; and this it may with some confidence be said no testator would do. The case of *Re Duke of Sutherland*, *supra*, adopts this rule of construction and does not seem to carry the matter further than *Re Wedgwood*. But while a good deal of the doubt which formerly attended the question has been removed,

the Legislature might very well intervene and lay down a statutory rule confining directions, under which legacies are given clear of duty, to duty payable in respect of the death of the testator. The ill-fated Revenue Bill of 1921 did not touch the subject.

Motorists and their Guests.

MESSRS. REGINALD ROGERS & SON were good enough to remind us last week that an Indian case on the liability of a motorist for injury to a guest in the car was noted in our columns ten years ago. It will be found in Vol. 57, at p. 183. The action was before MACLEOD, J., in the High Court of Bombay, and the defendant was a native of India who had invited some of his friends for a run in a motor-car which he was himself driving. There was an accident and one of the party was badly injured. The learned Judge held that the fact that the plaintiff was the defendant's guest did not affect the liability for negligence. It has also been pointed out to us that a similar case—*Karavias v. Callinicos*—is reported in the *Weekly Notes* for 1917, at p. 323, but it is there marked with the asterisk which denotes that it was not considered worthy of further report. The Court of Appeal, to whom the case went on appeal from a judgment of AVORY, J., at Swansea, followed *Harris v. Perry & Co.*, 1908, 2 K.B. 219, a case of riding by invitation on an engine. It was there held that the duty of a person who undertakes the carriage of another gratuitously is to exercise reasonable care under the circumstances, and reference was made to Baron PARKE's dictum in *Lygo v. Newbold*, 9 Ex., at p. 305: "A person who undertakes to provide for the conveyance of another, although he does so gratuitously, is bound to exercise due and reasonable care." In *Karavias v. Callinicos*, *supra*, the jury found that there had not been gross negligence, but that the defendant had failed to exercise due and reasonable care, and on this finding AVORY, J., gave judgment for the plaintiff. This was affirmed by the Court of Appeal, consisting of PICKFORD and BANKES, L.JJ., and SARGANT, J. In the recent case of *Butler v. Bransby Williams*, *ante*, p. 140, there was obviously gross negligence, since the car was being driven at forty miles an hour, while twenty miles an hour is the statutory limit for safety, but the above case shows that, to found the liability, gross negligence is not necessary. All that is required is failure to exercise due and reasonable care.

Contributory Negligence of Guest.

A QUALIFICATION of the liability of a motor car driver to his guest has been introduced in America, namely, that the guest must protest if the car is being driven in a dangerous manner. The Headnote to the case of *Sharp v. Sproat*, 208 Pac. 613, in the Supreme Court of Kansas, 8th July, 1922 (printed as an Annotated Case in 95 Central Law Journal, 377, 24th November), is as follows:—

"An invited guest, riding in an automobile driven at an excessive and dangerous speed, is required to exercise such care as is reasonable and practical to avoid injury to himself, and if he fails to warn the driver, remonstrate with him, or demand that the automobile be stopped so that he may leave it, or take any precaution for his own protection, when there is time and opportunity to do so, no recovery can be had for injury sustained by him through the negligent operation of the car."

The plaintiffs in the case were the parents of RANDLE SHARP, who was killed while being taken by a passing car to a baseball game, the vehicle by which the players were travelling having broken down. The defendant was driving at a speed of some 45 to 50 miles an hour. After a quarter of a mile the car turned over. Five judges held that SHARP had an opportunity to protest against the speed, and since he did not do so, the action failed. Two judges dissented, one (WEST, J.) pointing out that having regard to the speed and the distance travelled, SHARP had only twenty seconds in which to ascertain his danger and go through the manifestly useless operation of warning the driver to slow down, and this was too infinitesimal to exclude the driver's liability. But the qualification of the driver's liability—namely, that the passenger, if he has the opportunity, must protest—is supported by several American cases cited in the

judgment, though the cases referred to in the appended note show that the rule in different States is by no means uniform; for instance, in *Holland v. Yellow Cab Co.*, Minn. 175 N.W. 536, it was held that a guest in a touring car was not chargeable with negligence as a matter of law, because she failed to protest against the speed limit being exceeded. It remains to be seen whether any qualification of the driver's liability will be introduced here on the ground of concurring negligence.

The Thames Police Court.

THE PROPOSED demolition and reconstruction of the Thames Police Court will recall to students of our legal history the interesting part which this court has played in the development of our magisterial and police system. In 1798 it was decided to establish a court on the Thames to deal with river-pirates and dock-thieves, and also a force of river-police for the same purpose. The jurisdiction, magisterial and police alike, was vested in two salaried magistrates—a plan novel in England, but suggested by the system then recently established in the East by the East India Company, under which the Collector and his assistants had at once executive, police, and judicial authority. The river-police, accordingly, were officered and commanded by the two police court magistrates until about 1838, when the Metropolitan police force was created by Sir ROBERT PEEL, then Home Secretary—the precursor of the police-force which, later on, the same statesman extended over England to replace the old inefficient system of parish constables and night watchmen. Of the two magistrates, one was the father of the famous Sergeant BALLANTINE, who has given an interesting description in his "Experiences," of his own early adventures with the river-police. There can be no doubt that the success of this force of river-police gave PEEL the idea of his most beneficent reform in police administration. The divorce of police-command from the exercise of magisterial duties naturally accompanied the reform; but the London Metropolitan Police Magistrates have also maintained a traditional identification of themselves with the police force to a greater extent than stipendiaries in other districts.

Inheritance and Domicil.

IT MAY BE noted that an American Court has refused to follow, on a pure question of Common Law, the English leading case of *Borthwick v. Vardill*, 7 Cl. & F. 895, which decided that a child born out of lawful wedlock cannot take land by descent even although he may be legitimate according to his domiciliary law. At first sight, it may seem as if a child born out of wedlock could not be legitimate; but this is not necessarily so, for the status of the parents depends on the law of their domicil and the status of the child on his domicil: these may be different. For example, the child of English parents, not married at the date of his birth, acquires a Scots domicil in later life on his own account; later on, his parents—in England—marry one another. The child is legitimate by Scots Law, and presumably by English Law, which looks to the law of the domicil to determine legitimacy: Story, "Conflict of Law," s. 93. But he is born outside lawful wedlock and therefore cannot inherit English land. This decision was criticised by STORY as of doubtful soundness in America, and has been rejected by the courts of Illinois in *Lewis v. King*, 180 Ill. 259. Here two slaves, prior to 1861, had formally married while in legal servitude in the Slave-State of Kentucky. After the great emancipation they complied with the ceremonial requisites of a Kentucky statute which purported to validate the marriages of slaves and to legitimatise their offspring. A child born during the slavery period claimed the right to inherit lands in Illinois, and the court held that it could do so; the right of inheritance depended on the legitimacy of the child at the date of the passing of the inheritance, and not upon its legitimacy at the date of its birth. In other words, the American courts have accepted the view of the Bishops in 1235 as sound, and rejected the view of the lay-peers, who refused to pass the so-called Statute of Merton, 30 Hen. III, c. 9, purporting to declare that the Common Law of England was the same as the Canon Law as regards *legitimatio per*

subsequens matrimonium. This Statute of Merton, by the way, is simply an entry on the rolls of Parliament refusing to accept the proposal of the Bishops, and not a substantive Act of Parliament. It was on this occasion that the lay-peers expressed their dissent in the famous formula: *Leges Angliæ nolumus mutari*.

Legal Relativity of the Cardinal Sins.

LORD ELLENBOROUGH once described "Suicide" as one of the seven deadly sins equally hateful to God and man; we have heard this remark quoted from time to time by coroners when directing juries in cases of *felo de se*. The statement, however, seems to be inaccurate. The seven deadly sins recognised as such by the Medieval Church were Murder, Witchcraft, Heresy, Adultery, Gluttony, Drunkenness, and Blasphemy. A "cardinal" or deadly sin differed from "venial sins" in that the offender who died without having purged his offence and obtained absolution went straight to hell; he was denied the opportunity of purgation and reform permitted to lesser sinners in the "Intermediate State." The presence of Gluttony and Drunkenness in this list seems strange to modern folk, who regard these offences as less important. But the relative estimate, alike of crimes in secular jurisprudence and sins in sacred jurisprudence, differs much from age to age and clime to clime. In his recently published work on "Barbary," Mr. MACCALLUM SCOTT reports an interview with a very sacred Moslem prophet, saint, and priest, in which the latter told him that idolatry, opium-smoking and wine-drinking were the three deadly sins which Allah never forgave. "But what of murder and adultery?" asked his interviewer. "Oh, Allah is merciful and will not destroy the soul for little sins like these," replied the holy man. Relativity, evidently, is the order of the day when the estimation of moral criminality is in question among the races of mortal men.

Medieval Regulation of the Price of Turkeys.

MANY LAWYERS who happen to be heads of households must have recalled with sympathy, during the past fortnight, the medieval system under which the price of turkeys at Christmas was regulated by manorial and borough courts. Until the breakdown of the guilds and the manors, at a date roughly corresponding with the Reformation and the rise of the Tudor Monarchy, there was no such thing known to our law as a right to sell inherent in every citizen. Every "master" who belonged to a recognised guild could sell the wares which he himself produced in his own shop in the borough of which he was a freeman, but not elsewhere. *Mercatores* or members of the *Gild Mercatoria*, the greatest of the guilds, could sell goods not produced by themselves in the market of the borough in which they had a franchise, and possibly—on paying licences, dues, or fines to the local guild—in the market-place of any other borough; this is the origin alike of the retail shopkeeper and of the merchant; they were members of a guild which possessed the sole privilege of selling in "markets," as distinct from the maker's right to sell his goods at the shop where he had manufactured them. In the rural areas the right of sale was similarly confined to stall-holders licensed by the Lord, and could only be exercised in the market-place of the manor and on market-days. There, both in borough and manor, prices were regulated rigidly by custom, occasionally modified by a regulation of the manorial court or the borough corporation. In particular, the price of turkeys at Christmas was fixed by ancient custom in each market at a price which varied with the locality, but not with supply or demand.

Dr. J. Benson Cooke, Alverthorpe Cottage, Ripley-road, Worthing, writing to *The Times* (22nd inst.) says: Whatever may be decided as to further legislation in regard to the main provisions of the Rent Restriction Act, there can be no justification for the retention of the mortgage clauses, which operate as a bar to the calling in of money lent on mortgage of property falling within the limits of rental or assessment there laid down. However justifiable as a purely war emergency measure, these clauses are an anachronism in time of peace, and bear very hardly on mortgagees who may sorely need the return of the money they have invested in this way.

Legal Aspects of the Ilford Murder Appeal.

On the merits of the Ilford Murder Trial and appeal we do not propose to comment; the subject is an exceptionally sad and painful one and observations of ours would have no useful effect. But lawyers are specially interested in certain issues raised by the appeal which require some short discussion.

The notices of appeal given in the cases, both of *Rex v. Bywaters* and *Rex v. Thompson* will be found printed in full in *The Times* issue of 22nd inst.; they are too lengthy for insertion or even for summary here. But it may be remarked that they were masterpieces in the art of criminal pleading; the eminent lawyers who drafted them have well sustained their reputations by the skill with which all possible grounds for questioning the verdict were set out in the most correct and appropriate technical language. Of course, most of the grounds so enumerated were not really hopeful; but in such cases it is necessary to set out every possible ground, whether or not one intends to rely on it at the hearing. For criminal procedure on appeals is full of surprises; the most unlikely grounds are sometimes seized on by a court anxious to allow an appeal for reasons of a general kind, but also anxious not to disturb old and settled rules of procedure in order to do so. In fact, the element of chance and contingency which enters into nearly all legal proceedings is nowhere so evident as where appeals from the verdicts of juries are concerned. The famous *Autrefois Acquit* case of fourteen years ago, which obtained three re-hearings from the Tribunal of Appeal before increased benches, and was finally decided on a side-issue suggested by Lord PHILLIMORE at the third of these hearings, is perhaps the most striking example in recent times of this fortuitous element in the affairs of the forum. The grounds of appeal are really a *reconnaissance in force* of the position held by the enemy, and the tactical disposition of forces on those grounds must be such as to admit of rapid alteration or abandonment of ground the moment a promising opening is seen.

It is to an experienced pre-judgment of possibilities such as those suggested in the last paragraph, no doubt, that we owe some of the arguments raised in the Ilford appeals, more especially, perhaps, the objection taken to the right of reply exercised by the Solicitor-General. It was hardly possible that such an objection could succeed; it amounted to an attempt to override the settled practice of some eighty years, as well as a definite pronouncement on the point of a general meeting of the judges fifty years ago. As Lord HEWART said, correctly enough, only the Legislature can deprive the law-officers of this special *privilegium*; it is hopeless to contend that it is an irregularity which could be taken into consideration as such by the court. Had Lord HEWART left the matter here, all would have been well. Unfortunately the Lord Chief Justice thought it necessary to defend the practice; and he did so on grounds so obviously inequitable as to be untenable. For he contended that the law-officers only appear at criminal trials in cases where the prosecuting authority consider it necessary in the public interest that the Crown should have this special and anomalous right of reply, even where the defence has not put in any evidence. What can this mean? It can only mean that in cases so doubtful that the prosecution is not sure of a verdict where the ordinary procedure is adopted, and the prisoner's counsel gets last word, the prosecution are entitled to weight the case in their favour by specially briefing a law-officer in order to override the prisoner's right to the last word. Surely this is a monstrous contention and discloses a monstrous position. If the rule of law, in order to secure the benefit of the doubt for accused persons, provides that the accused, calling no evidence, is to have the last word with the jury, surely it is opposed to all justice and fairness that the prosecution should be given a special card up their sleeve, which they can play if necessary, depriving the prisoner of this necessary protection to innocence, in cases where they feel that otherwise it may be difficult to secure a conviction by disposing

of the jury's doubts. One could understand it being suggested that, notwithstanding the general right in favour of prisoners, a judge should have power to deprive the defence of the last word in cases where the prosecution have special difficulties to contend with. But that the prosecution should have this power, namely, to decide as judges in their own favour that such a departure from the ordinary fair procedure is necessary, and then to obtain the unfair advantage they desire by availing themselves of the anomalous right surviving in the law-officer—surely that is a contention which violates the most elementary conceptions of justice and equity. The fact that Lord HEWART could put forward such a reason as this, apparently without seeing the obviously inequitable character of the procedure he attempted to justify, shows how familiarity in law office with the possession of a *privilegium* is apt to blunt the sense of equity which otherwise would at once condemn it. Of course, in expressing our view that Lord HEWART's defence of the system is especially unfortunate, we in no way wish to suggest that Sir THOMAS INSKIP, who conducted the case for the Crown with conspicuous moderation and fairness, did anything improper in availing himself of his undoubted legal right. But this *privilegium* is absolutely contradictory of the elementary constitutional principle which prescribes "Equality before the Law" for every subject; the time has come for its abolition, and since it has been stated in Parliament that the Committee now engaged in the consideration of Crown procedure is giving attention to the matter (*ante*, p. 185), it may be hoped that the abolition will be effected.

It is hardly necessary to say, however, that the exercise of his legal rights by the Solicitor-General was not, in all probability, a vital factor in the decision of the jury in the case of either of the Ilford defendants. A point of more substance was one made in the *Bywaters Appeal*, in which it was suggested that BYWATERS was prejudiced by the fact that his case and that of Mrs. THOMPSON were tried together. Our criminal procedure permits the trial of two or more prisoners, jointly indicted for the same offence, either separately or jointly in the discretion of the judge, who in the exercise of his discretion is to consider the effect of the procedure adopted in the "interests of justice." Even if Mr. Justice SHEARMAN had exercised his discretion in a manner of which the Court of Criminal Appeal had not approved, they could hardly have quashed the verdict on that ground; for a judge must be left to exercise his discretion in accordance with his own judgment; and it is only where he makes some obvious and important error of principle in directing himself as to the exercise of his discretion that the court can or will interfere. This, of course, the appellants recognised. The case for the appellant was that such an error of principle had occurred here, and one so obviously calculated to prejudice the male prisoner that the trial judge should have ordered a separate trial. The suggestion, a very ingenious one, was this. It was said that the male prisoner was in the unfortunate position of having, when cross-examined in the witness-box, either to lie on behalf of the woman or else to say things which might give her away; this hampered him in his defence by putting the obstacle of chivalry in the way of his saying all that could be said for himself, and this obstacle is one which could have been obviated by trying each prisoner separately at the same time, with independent juries. Such a contention, of course, asks the law to take into consideration somewhat too refined a point of view; moreover, it imposes grave inconvenience in requiring two judges and two simultaneous trials in which the same witnesses would have to appear; in fact, it is not easy to see how it could be arranged in practice. To try either prisoner before the other would involve the first tried prisoner, whether man or woman, in the trap of honour thus suggested; to try both at the same time in different courts is scarcely feasible when the witnesses are the same in both cases. It is clear, then, that Mr. Justice SHEARMAN exercised his discretion in the only practicable way. We hesitate, however, to go further and say, with Lord HEWART, that the trial of prisoners together, instead of separately, in such cases is actually to be justified "in the interests of justice," on the ground that by such

procedure the jury have the advantage of hearing all that both prisoners have to say, including replies made by the woman in cross-examination which would not have been available against the male prisoner had he been tried alone. The "interests of justice" no doubt include the interests of the prosecution as well as that of the defence, but a court should be chary of justifying any proceeding on the ground that it assists the Crown to secure a conviction. Such views tend to whittle away the onus which rests on the Crown.

The only other point we need consider is the nature of the charge preferred against Mrs. THOMPSON; for all suggestion that the judge admitted evidence improperly, or failed to state everything the defence would like in his summing up, may be dismissed as part of the ordinary allegations put forward in every murder appeal; it is impossible to overturn the verdict of juries merely because in the presentation of a case the judge does not arrange his materials in precisely the order someone else would have adopted. Mr. Justice SHEARMAN's summing up was extremely conscientious, full, and fair; he kept telling the jury again and again that they must not convict Mrs. THOMPSON unless satisfied that she—not merely had planned previous attempts on her husband's life—but had aided and abetted the successful attempt of 3rd October, on the scene of which she was present. In other words, she was convicted not as the actual perpetrator of the crime, i.e., the principal in the first degree, nor yet as an "accessory before the fact" who "commands, procures, counsels, or incites" the crime, but as a person present at the crime who aids and abets its commission—i.e., a principal in the second degree. We had not gathered this clearly from the condensed reports of Mr. Justice SHEARMAN's summing-up available in the daily press, and we do not think that Sir THOMAS INSKIP made it altogether clear that this was the ground on which he alleged complicity in the murder. But Lord HEWART set out the issue clearly in his judgment and showed that Mr. Justice SHEARMAN had also made it clear to the jury. The evidence of the letters, including that of 2nd October, the day before the murder, was not relied on as evidence of instigation to murder by an accessory before the fact, but as disclosing (1) a motive for the crime, (2) an intention to commit the murder in some way, and (3) an intention that BYWATERS should murder Mr. THOMPSON before his ship again left England. From these intents, supported by evidence of the meeting between the prisoners on 3rd October (the afternoon of the murder), and the fact that BYWATERS knew the actual route home from the theatre taken by the deceased and his wife, the jury were asked to infer that Mrs. THOMPSON's presence on the spot was that of an aider and abettor in an attempt to murder which she knew was about to be committed. This clears the issue, and the question remaining is a simple one: was the evidence absolutely conclusive of any such guilty presence on the scene, or was it capable of another interpretation more favourable to the prisoner? This is a question of fact on which different persons will draw different inferences, and must now be left to the Home Secretary and his legal advisers.

The New Statutes.

Infanticide Act, 1922, 12 & 13 Geo. 5, c. 18.

THE Bill which was passed under the above short title was introduced as the Child Murder (Trial) Bill, the title being changed in the course of its passage through Parliament. It is the outcome of the protest which has frequently been made, and of which it may be remembered Lord Alverstone fully approved, against passing sentence of death in cases in which it is well known the sentence will not be carried out. Whether it is ever again to be carried out in the case of a woman is a question which it may be presumed is now under consideration. At any rate, it cannot in future be pronounced at all where, in the words of s. 1 of the Act, "a woman by any wilful act or omission causes the death of her newly-born child, but at the time of the act or omission she had not fully recovered from the effect of giving birth to such child, and by reason thereof the balance of her mind was then disturbed." In such case the offence which

would, but for the Act, be murder, is reduced to infanticide, which is to be punishable as manslaughter; and though the charge on which she is indicted is a charge of murder, the jury may, if they are of opinion that the circumstances are as just stated, return a verdict of infanticide. Thus slowly does the criminal law adjust itself to humaner methods and the pressure of public opinion—aided, no doubt, by the protests of judges who have the duty of administering it.

Gaming Act, 1922, 12 & 13 Geo. 5, c. 19.

THIS Act has been so fully discussed in these columns that it is unnecessary to repeat any comment here: see, for instance, p. 75, *ante*.

Celluloid and Cinematograph Film Act, 1922, 12 & 13 Geo. 5, c. 35.

IT is sufficient to call attention to this Act, which came into operation on 1st October, 1922. It makes provision for the safety of premises used for storing raw celluloid and cinematograph films, and is supplementary to the Cinematograph Act, 1909. By s. 8 power is given to the County Court to modify tenancy agreements where this is necessary for carrying out structural alterations required by the Act, and to apportion expenses. The Act does not apply to the Administrative County of London.

Oil in Navigable Waters Act, 1922, 12 & 13 Geo. 5, c. 39.

THIS Act, which comes into operation on 1st January, 1923, is intended to check the nuisance which has arisen in consequence of the use of oil in ships, and the carrying of oil as cargo, and which has been manifested in a number of ways. It is a source of danger to harbours and docks and the shipping in them, fires of a serious nature having been caused by the oil floating in a waterway or left at the bottom of a dry dock being accidentally ignited. It is a nuisance at the seaside from oil being deposited on the beach, and there is, said Sir W. Mitchell-Thomson in the House of Commons, hardly a seaside resort round the coast from which complaints have not been received in increasing volume during the past few years. It is destructive of fishing and bird life; to a large extent, said Lord Montagu of Beaulieu in the House of Lords, it has spoilt the fishing around the Solent and Southampton Water, and has done great harm to the yachting interest, and last year he found forty swans in the Beaulieu rivers which had been killed by the oil. To this catalogue of disasters has to be added the menace to the oyster fisheries, and the fear that sea fishing generally may be affected. Of course, apart from international agreement it is only possible to legislate for territorial waters; i.e., up to the three miles limit; and this is what the Act does. A Committee was appointed by the Board of Trade in January, 1921, to deal with the question, and the Bill as introduced in the House of Lords was the result of discussion between all the interests concerned—shipowners, dock and harbour companies, oil companies, and representatives of various local authorities, all of whom laid their views before the Board of Trade. Of course no ship deliberately pours oil into the sea; it is much too valuable to waste in that way. But a vessel which burns oil fills up her empty tanks with water ballast while there is still some oil remaining in them, and the mixture of water and oil is afterwards pumped out into the sea; and the same thing happens when the tanks of oil cargo steamers are cleaned out. Another source of trouble is the loss of oil on the transfer of oil from barge to ship or ship to barge.

Section 1 of the Act, accordingly, makes it an offence, punishable on summary conviction by a fine not exceeding £100, for the owner or master of a vessel, or other person in control, to discharge oil or allow it to escape, whether directly or indirectly, into any waters to which the Act applies "from any vessel, or from any place on land, or from any apparatus used for the purpose of transferring oil between vessels or between a vessel and the land." This, at least, appears to be the effect of the complicated words in which the draftsman has wrapped up his idea, and which it will be for magistrates to unravel. It should have been possible to express the prohibition in much simpler language. It will be a defence to prove, if the proceedings are against the owner or master of a vessel, that the escape of oil was accidental, or that, in consequence of accident it was necessary to discharge the oil; and if the proceedings are against any other person, that all reasonable means were taken by that person to prevent the escape. It is not, it seems, intended that vessels shall go beyond the three mile limit to discharge their bilge water and then return, but it is expected that dock and harbour authorities will

provide receptacles into which water mixed with oil can be got rid of, and it was on this understanding that the opposition of shipowners to the Bill was withdrawn.

The case of transfer of oil to or from any vessel lying in a harbour is dealt with by s. 2, and such transfer is forbidden between sunset and sunrise unless notice of intention to effect the transfer has been given in accordance with the provisions of the section. The penalty for a breach of the section is a fine not exceeding £20. The notice is to be given to the harbour-master at least three hours and not more than ninety-six hours before the commencement of the operation, with a proviso allowing a general notice, to be good for twelve months, in places where such operations are frequently and regularly carried on. The notice will enable the harbour-master to keep the operation of transferring the oil under observation. Under s. 3, records must be kept of all operations in connection with the transfer of oil to and from any vessel, the penalty for breach being a fine not exceeding £50, or in case of a false or misleading entry, or wilful failure to make an entry, not exceeding £100. Under s. 7 where a master has left Great Britain or Northern Ireland within the limit of time for proceedings against him, then, notwithstanding anything in the Summary Jurisdiction Acts, proceedings may be instituted within two months after his return. Proceedings, where the offence is committed in or in relation to the water of a harbour, can only be instituted by the harbour authority, and in any other case, only by a person authorized in that behalf by special or general directions of the Board of Trade, the Minister of Agriculture and Fisheries, or the Ministry of Commerce for Northern Ireland. The waters to which the Act applies are "the territorial waters for Great Britain and Northern Ireland and the waters of harbours therein."

Reviews.

Legal Diaries.

THE LAWYER'S COMPANION AND DIARY AND LONDON AND PROVINCIAL LAW DIRECTORY FOR 1923. With Table of Costs, New Stamp Duties, &c., &c. Edited by E. LAYMAN, B.A., Barrister-at-Law. Seventy-seventh Annual Issue. Stevens & Sons, Ltd.; Shaw & Sons, Ltd. 7s. 6d. net.

SWEET & MAXWELL'S DIARY FOR LAWYERS FOR 1923. Edited by FRANCIS A. STRINGER, of the Central Office, Royal Courts of Justice, and PHILIP CLARK, of the Central Office. Sweet & Maxwell, Ltd. 6s. 6d. net.

THE SOLICITOR'S DIARY, ALMANAC AND LEGAL DIRECTORY (with which is incorporated the Legal Diary), 1923. Containing an excellent Diary for each day in the year; treatises on the Stamp Act, and on Estate, Succession and Legacy Duties, &c., &c.; Lists of London and Provincial Barristers-at-law, and of London and Country Solicitors, with appointments held by them, &c. Edited by ROBERT CARTER, Esq., Solicitor. Seventy-ninth year of publication. Waterlow & Sons, Ltd.

THE LAWYER'S REMEMBRANCER AND POCKET BOOK. By ARTHUR POWELL, Esq., K.C. Revised and edited for the year 1923 by J. R. McILRAITH, M.A., LL.B., Barrister-at-law. Butterworth & Co. 5s. net; postage 2d.

These diaries herald the coming of the new year—the occasion when we make good resolutions and start afresh with blank pages; but they do much more than give the opportunity of recording business and private history as it is made from day to day; they give the information which the lawyer must always have at hand, yet cannot store in his mind. Thus the Lawyer's Companion and Diary gives tables of the fees and costs in the Supreme Court, the County Courts and elsewhere; it summarizes the County, Local Government, and Parish business to be done in each month; it gives an alphabetical index to the principal practical statutes; it gives a table of descent of real estate—soon to be changed by the Law of Property Act, 1922; it gives the much debated and criticized fees of the Public Trustee; and it gives the stamp and death duties. Then, after the diary pages, come the lists of barristers and London and country solicitors, with recorders, town clerks, coroners, and other officials. Also a list of the Provincial Law Societies, with their secretaries, but it would be useful if the presidents could also be given, and the president and council of the Law Society with the committees, and a list of past presidents. No diary seems to give this information. There is also a list of chartered accountants.

Sweet & Maxwell's Diary for Lawyers does not contain the lists of barristers and solicitors, but it makes up for this by the fulness of its information as to legal matters generally; in particular the Conveyancers' Stamp Duties for the periods before the present duties came into operation are a very useful feature; and there are incidental matters which are interesting and valuable, such as the note at p. 427, as to Conveyance of an Equity of Redemption. The practitioner will find the Supreme Court, Bankruptcy, and County Court Time Tables useful, and the Circuit Tables; and interest tables are given at considerable length. Another feature of the book is the Directory of Officials at the Royal Courts of Justice, showing the rooms and blocks, and floors where they are to be found.

The Solicitors' Diary contains diary pages and lists of barristers-at-law and London and country solicitors, a special feature being that it gives the addresses of the country solicitors; though the alphabetical list of country solicitors, which used to be a useful item in the book, is now omitted. But information as to Land Transfer, applications for naturalization, Trustee investments, oaths, solicitors' remuneration and other matters is fully given, and the information as to stamps and death duties is very instructive and complete.

Lastly there is the Lawyer's Remembrancer, which is a very handy little volume, giving concisely and in excellent print information relating to stamp and death duties, to the descent of real estate and distribution of personal estate, and to trustee investments, together with very useful notes on practice, including Interpleader and Attachment of Debts, with a Time Table of Proceedings in the Supreme Court; and draft bills of county court costs; and we should note, too, the very interesting and useful table of leading cases arranged under subjects in alphabetical order. The book ends with short diary pages, and spaces for telephone numbers and telegraphic addresses. Altogether a very handy and useful little volume.

Correspondence.

Poor Persons Procedure.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

SIR,—Before the new rules were made I did a considerable amount of consultative work for poor persons. I expected and received no money; but I did imagine that a poor client was entitled to the same professional confidence as a rich one. By the rules now in force the King's Proctor is entitled to see the instructions given to the solicitor by the poor client, who is also compelled to swear them before a commissioner. I consider this an outrageous regulation, and I decline to work under such a system. The President of the Law Society has not replied to a letter I wrote to him on this question some time ago, and the *Evening Standard* has refused to publish any protest from me. I therefore hope you will publish this letter.

38, St. John's Wood Park, N.W.8,
23rd December.

E. G. P. HAYNES.

CASES OF LAST SITTINGS. High Court—Chancery Division.

Re LEACH: MILNE v. DAUBENY. Eve, J. 1st December.

WILL—CONSTRUCTION—PRIORITIES—SETTLED, SPECIFIC AND PECUNIARY LEGACIES—INSUFFICIENCY OF ASSETS—ABATEMENT—COST OF PACKING AND DELIVERING SPECIFIC LEGACIES.

A testatrix in her will directed the order in which her assets were to be administered and contemplated the possibility of there being a deficiency. She also declared the trusts of certain settled legacies.

Held, that these indications together signified an intention to give the settled legacies priority over the pecuniary legacies.

Held also, following Re Sivewright (ante, p. 168), that the cost of delivering specific legacies must be borne by the specific legatees.

By her will dated 6th March, 1922, a testatrix, who died in the same month, gave to each of her two executors and trustees the sum of £100, and then gave to two specific legatees her plate, jewellery, ornaments, pictures, and other household effects absolutely. She then devised, bequeathed and appointed all her property not thereinbefore specifically bequeathed to her trustees upon trust to sell and out of the proceeds, first, to pay funeral and testamentary expenses, debts, and legacy duty thereinafter mentioned; secondly, to appropriate and set apart two sums of £4,000 and £2,000 to be held upon trusts thereinafter declared; and thirdly, to pay the pecuniary legacies thereinafter bequeathed, and then to pay the residue to her cousins therein named, in equal shares. The testatrix then gave a large number of pecuniary legacies, including one of £600, and declared that should her residuary personal estate be insufficient to pay all the legacies thereinbefore bequeathed, then the legacy of £600 should be reduced to £500, and the testatrix declared that every legacy was bequeathed free of legacy duty, which was to be paid out of her general estate. The assets were insufficient to satisfy all the legacies in full. This originating summons, taken out by the executors, asked, *inter alia*, whether the settled legacies were entitled to priority over the other legacies, whether the legacy of £600 was liable to abate by £100, and no more, and whether the cost of delivering specific legacies was to be paid out of the estate.

Eve, J., said that there were several indications in the will which went to show how the testatrix contemplated that her estate should be administered. There was in the first place the expression of the order of the administration as signified by the headings, first, second and thirdly; next, there was the contemplation by the testatrix of the possibility of her estate not being sufficient to satisfy all the legacies, and thirdly, the terms in which

the testatrix made provision for the settled legacies. Taking all these indications together, his lordship arrived at the conclusion that the testatrix intended that the settled legacies should be paid in full in priority to the pecuniary legacies, including those given to the executors. That was the whole tenor of the will, and it was a question after all of what was the intention. The legacy of £800, owing to the estate being insufficient, would be reduced to £500, and be liable to abatement with the other pecuniary legacies. The two legacies to the executors must also abate rateably. With regard to the costs of packing and delivering the specific legacies, his lordship said he must adhere to his recent decision in *Re Siveright* (ante, p. 168), and hold that they were payable by the specific legatees.—COUNSEL: *Riviere*; *Bryan Farrer*; *F. K. Archer*; *K. R. Swan*; *J. W. F. Beaumont*; *H. M. Broughton*. SOLICITORS: *Joynton-Hicks*, *Hunt, Cordeu & McDonald*; *Stow, Preston & Lyttelton*; *Harrott & Pollock*. [Reported by S. K. WILLIAMS, Barrister-at-Law.]

High Court—King's Bench Division.

UNITED DAIRIES LIMITED v. PUBLIC TRUSTEE and Another.
Greer, J. 6th, 7th and 21st November.

LANDLORD AND TENANT—LEASE—ASSIGNMENT TO TENANTS IN COMMON—EXPIRATION OF TERM—BREACH OF COVENANT TO REPAIR—EXTENT OF LIABILITY OF EACH ASSIGNEE FOR DAMAGES.

A lease for ninety-four years contained a covenant by the lessees that they, their heirs, executors, administrators and assigns, would during the term keep the premises in repair and yield them up in good and sufficient repair at the expiration of the term. The lease was, at the expiration of the term, vested in one of two persons and in the executor of the other as tenants in common by assignment.

Held, that each assignee was liable in respect of the whole amount of any damages to which the owners of the property might be entitled in respect of any breach of the covenant to repair.

Norval v. Pascoe, 34 L.J. Ch. 82, followed.

Point of law. In a lease for ninety-four years from 29th September, 1825, the lessees covenanted that they, their heirs, executors, administrators and assigns, would during the term keep the premises in repair and yield them up in good and sufficient repair at the expiration of the term. In 1888 the lease became vested in two persons as tenants in common, and at the expiration of the term the lease was vested in the defendants, viz., one of those two persons and in the Public Trustee as the executor of the other. The plaintiffs, who were on 29th September, 1919, the date of the expiration of the lease, the owners of the property, commenced an action against the defendants as tenants in common by assignment for breach of the covenant to repair, and they claimed to be entitled to recover from both defendants the whole of the damages alleged to have been sustained by them on account of the breach of the covenant. Each of the defendants, however, submitted, in his defence, that, if liable at all, his liability was limited to one moiety of the damages, and this point came before the court for decision.

GREER, J., in delivering a reserved judgment, considered the cases of *Gamon v. Vernon*, 2 Lev. 231, and *Stevenson v. Lambard*, 2 East 575, and said that even if it were true that a tenant in common was only liable for an apportioned part of the rent, it did not follow that he was only liable for an apportioned part of the damages in respect of a breach of the covenant to repair. The obligation, before the breach, was to repair the whole estate, and a covenant which was, before the action, a covenant to repair the whole of the property, could not, on the issue of the writ, become a covenant to pay half the damages for failure to repair the property. In his view the contention of the plaintiff that each tenant in common was liable for the whole of the damages was supported by the decision in *Norval v. Pascoe*, 34 L.J. Ch. 82, and the plaintiffs were entitled to judgment in their favour on this point.—COUNSEL: *Wootton, K.C.*, and *R. O. B. Lane*; *Barrington-Ward, K.C.*, and *H. C. Davenport*. SOLICITORS: *S. L. MacAndrew*; *Corbin, Greener & Cook*. [Reported by J. L. DENISON, Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

IN THE ESTATE OF FREDERICK CHARLES FOSTER, Deceased; FOSTER AND ANOTHER v. FOSTER AND OTHERS (FOSTER AND OTHERS INTERVENING). Duke, P. 14th November.

WILL—HOLOGRAPH TESTAMENTARY DOCUMENTS—LAW OF SCOTLAND—THE WILLS ACT, 1861, 24 & 25 Vict., c. 114 (LORD KINGSDOWN'S ACT).

The testator, while in Scotland shortly before his death, had made some pencil notes on an epitome of his will, dated 12th June, 1914, by which he gave his estates in Perthshire to a nephew instead of to a brother. These pencil notes were valid testamentary dispositions according to the law of Scotland.

Held, that the notes were valid holograph testamentary documents, and should be admitted to probate, together with the will of June 12th, 1914.

This action arose of the testamentary dispositions of Frederick Charles Foster, J.P., late of Prospect House, Queensbury, Yorkshire, who died on August 15th, 1921, leaving estate valued at £640,000. The plaintiffs, H. A. Foster and E. H. Foster, propounded as executors a will dated June 12th, 1914. The first defendant, W. E. Foster, a nephew of the testator, admitted the validity of the will, but he propounded in addition two pencil notes written by the testator on August 11th, 1921, as valid testamentary docu-

ments according to the provisions of Lord Kingsdown's Act, 1861, and the law of Scotland. The testator was one of a large family; he had six brothers and sisters and four half-brothers and sisters. He was a bachelor. The first defendant, W. E. Foster, was one of the three sons of the testator's brother, Robert John Foster. Another brother, Herbert Anderton Foster, was the principal beneficiary under the will. Until 1891 the testator and his brother Herbert lived together at Prospect House, Queensbury. In 1911 the testator bought a large sporting estate in Perthshire, called Faskally which in his later years was his principal residence. On 12th June, 1914, he executed his will and appointed the plaintiffs his executors, and left a large number of legacies to relations and to charitable institutions. He left his holding in John Foster & Sons Ltd. equally between his four brothers, and he left his Scottish estates and the residue of his property to his brother Herbert. In August, 1921, the testator was at Faskally and had a small family party with him. He became unwell and a doctor was called in, and advised that an immediate operation was necessary. A surgeon was telegraphed for and the operation was arranged for the morning of 11th August. On that morning he sent for his nephew, Lionel Foster, and asked him to get out of his bag an envelope containing some papers, and the testator then wrote in pencil upon the papers and handed them back to Lionel Foster, asking him to return them to the bag, and said to him: "I wish Faskally to go to Willie" (the first-named defendant). The operation was performed on 11th August, and on 15th August the testator died. After his death the envelope was opened and contained a typewritten epitome of the testator's will of 12th June, 1914. This document is referred to as Script "A." There were eighteen clauses in that epitome, and Clause 16 read as follows:—"Holding in John Foster & Son, Limited, equally between Robert John Foster, H. A. Foster, E. H. Foster, H. J. Foster"; and against H. A. Foster's name the testator had written in pencil: "No, my nephew W." Clause 17 of the epitome read:—"Scotch estates to H. A. Foster"; and against that clause, again in pencil, the testator had written: "To my nephew, Willie Foster, of Stockeld, and £100,000. August 11, 1921,—F. C. Foster." In addition to Script "A." there was another writing—called Script "D." This was a letter in the testator's handwriting dated 11th February, 1913, and written in ink at Queensbury, in which bequests were made to servants, and on the back, in pencil were a number of pecuniary and specific legacies. This was signed by the testator. W. E. Foster propounded these two scripts, and the question was whether they were entitled to probate according to the provisions of Lord Kingsdown's Act, 1861, and the law of Scotland, and at the trial evidence of Scots law was given.

DUKE, P., in giving judgment, said that the testator was a business man, and at his death left an estate valued at £628,000, which had substantially appreciated since that date. Some years before he had acquired an estate at Faskally. He was unmarried, and was seventy years of age. Family ties had always had a strong hold upon him, and for some years before August, 1921, his mind was occupied about the disposition of his property, and nothing led him (the learned President) to suppose that he ceased to regard his brother Herbert Anderton Foster with anything but sincere affection. The Scripts "A" and "D," which were the subject of the present action, came into existence when he became aware of the imminent peril in which he was on 11th August, 1921, and those two scripts were, at all material times, in his possession. After the clear evidence given as to the law of Scotland, two main questions remained. First, was a holograph capable of testamentary effect? and, secondly, did the testator intend to make the holograph of testamentary effect? Script "A" was a type-written document, entitled "Short epitome of the draft will of F. C. Foster, Esq.," and was signed "F. C. Foster." Script "D" was written on both sides of a half sheet of notepaper, and after the words, "I should like you to give the following sums to the undermentioned servants," there followed a list of names and sums altered apparently from time to time. It had been argued by the plaintiffs and the intervenor, H. A. Foster, that the pencil-matter in the blank spaces on Script "A" consisted of isolated notes made by the testator, and that it bore no reference to the typed writing. The defendant, W. E. Foster, relied on the words, "No, my nephew W." Script "A" was a typed document, an epitome of a will, which the testator knew was in existence, and was unrevoked, and he vouched for the epitome by his signature, and, as to one distribution of his property, he wrote "No," and, as to another, he wrote, "to my nephew, Willie Foster, of Stockeld, and £100,000." Then there was the word "Bequest" on the envelope—a word of association. He held that Script "A" was capable of testamentary effect. As to Script "D," read continuously, it dealt with moneys and effects of the writer, and was found in the envelope marked "Bequest." The conclusion to which he (the learned President) had come was that the testator wrote the two documents in order that they might operate with his will, as his testamentary dispositions, and as a result he found that Scripts "A" and "D" were holograph testamentary documents, and should be admitted, together with the will of 12th June, 1914, to probate.—COUNSEL: *Priestley, K.C.*, and *W. O. Willis*, for the plaintiffs; *Sir Douglas Hogg, K.C.*, and *Cotes-Predy* for the first defendant; *Charles, K.C.*, and *H. Barnard* for the other defendants; *Sir John Simon, K.C.*, *Bayford, K.C.*, and *T. Bucknill* for the intervenors other than certain charitable institutions; *Acton Pile*, for the charitable institutions. SOLICITORS: *Messrs. G. F. Hudson, Matthews, & Co.*, for the plaintiffs; *Messrs. Freshfields, Leese, & Munns*, for the first defendant; *Messrs. Marchants & Dommetts*, for the other defendants; *Messrs. Speechey, Mumford, & Craig*, agents for *Messrs. Mumford, Thompson & Bird*, of Bradford; *Messrs. King, Adams & Co.*, *Messrs. Claytons, Sons & Fergus*, and *Messrs. Jaques & Co.*, for various intervenors.

[Reported by C. G. TALBOT-PORSONBY, Barrister-at-Law.]

New Orders.

Ministry of Health.

THE MILK (SPECIAL DESIGNATIONS) ORDER, 1922.

(Continued from page 189.)

SECOND SCHEDULE.

GENERAL CONDITIONS SUBJECT TO WHICH LICENCES MAY BE GRANTED.

(1) The arrangements and processes under and by which the milk is produced, stored, treated and distributed, as the case may be, shall be such as to satisfy the licensing authority that the conditions subject to which the licence is granted are being and will be complied with.

(2) The holder of the licence shall—

(a) take such measures as the licensing authority may require to ensure that the milk in respect of which the use of a special designation is authorised shall be kept separate at all stages from all other milk;

(b) keep accurate records of the quantities of milk produced, purchased and sold, as the case may be, and of the names and addresses of the persons from whom the milk was purchased and to whom it was sold otherwise than by retail;

(c) permit any person duly authorised by the licensing authority—

(i) to inspect the processes of production, storage and treatment,

(ii) to take samples of the milk free of charge, and

(iii) to inspect any records which the holder is required by the conditions of the licence to keep.

THIRD SCHEDULE.

PART I.

CONDITIONS SUBJECT TO WHICH LICENCES FOR SELLING MILK AS "CERTIFIED" MAY BE GRANTED.

A.—The following conditions apply to producers only:—

(1) (a) The producer shall cause every animal of the herd to be examined once in every three months and shall produce to the licensing authority the veterinary surgeon's certificate within seven days after the date of the certificate.

(b) The producer shall cause the tuberculin test to be applied to every animal of the herd at intervals of six months, and shall produce to the licensing authority the certificate of the tuberculin test within seven days after the date of the certificate, and shall not permit the injection of tuberculin on any other occasion;

(c) No animal shall be added to the herd unless it has been submitted either by the holder of the licence or by some other producer of "Certified" milk to the tuberculin test within the period of three months next before it is so added;

(d) Where any animal is certified as showing evidence of any disease which is likely to affect the milk injuriously or as reacting to the tuberculin test, it shall forthwith be removed from the herd or shall not be added to the herd, as the case may be, and where an animal is so removed on account of any such disease the producer shall inform the licensing authority how it has been disposed of;

(e) A suitable system shall be adopted for the marking for purposes of identification of the animals in the herd, and a complete register of such animals shall be kept; and

(f) The herd shall be completely isolated from all other cattle

(2) The milk shall be bottled on the farm immediately after production.

(3) Every bottle containing the milk shall be closed with a suitable tightly fitting disc and covered with a suitable outer cap overlapping the lip of the bottle and so fastened as to form a complete seal. The cap shall bear the name and address of the producer or of the dairy where the milk is produced, the day of production and the words "certified milk." The words "produced from cows which have passed the tuberculin test" may be added, but, except with the consent of the licensing authority, the cap shall bear no other words.

B.—The following conditions apply to all holders of licences to sell milk as "Certified":—

(1) The milk shall not be removed from the bottles or the seals broken before delivery to the purchaser;

(2) On a sample being taken at any time before delivery to the consumer the milk shall be found not to contain:—

(a) more than 30,000 bacteria per cubic centimetre, nor

(b) any bacillus coli in one-tenth of a cubic centimetre.

(3) The milk shall not at any stage be treated by heat.

PART II.

CONDITIONS SUBJECT TO WHICH LICENCES FOR SELLING MILK AS "GRADE A (TUBERCULIN TESTED)" MAY BE GRANTED.

(1) The conditions shall be those set out in Part III of this Schedule with regard to "Grade A" milk, and, in addition, in the case of producers the conditions set out in paragraph (1) of sub-division A of Part I of this Schedule.

(2) The milk shall not at any stage be treated by heat.

PART III.

CONDITIONS SUBJECT TO WHICH LICENCES FOR SELLING MILK AS "GRADE A" MAY BE GRANTED.

A.—The following conditions apply to producers only:—

(1) The producer shall cause every animal of the herd to be examined once in every three months, and shall produce to the licensing authority the veterinary surgeon's certificate within seven days after the date of the certificate.

(2) Where any animal is certified as showing evidence of any disease which is likely to affect the milk injuriously, it shall forthwith be removed from the herd, and the producer shall inform the licensing authority how it has been disposed of; and if at any time it is shown to the satisfaction of the licensing authority that tubercle bacillus is contained in the milk, the producer shall take all necessary steps to ascertain which animals are diseased and to remove them from the herd, and shall inform the licensing authority how such animals have been disposed of.

(3) A suitable system shall be adopted for the marking for the purposes of identification of the animals of the herd, and a complete register of such animals shall be kept.

(4) The herd shall be kept separate from all other cattle.

(5) Except where the milk is bottled by the producer in accordance with the procedure for bottling hereinafter specified, the milk shall be consigned from the dairy where it is produced in an unventilated sealed container which shall be labelled or marked in a suitable manner with the address of the dairy, the day of production (with the word "morning" or "evening" according to the time of milking), and the words "Grade A Milk."

B.—The following conditions apply to persons other than producers:—

(1) Except where the milk is delivered to the consumer in the containers in which it is received, the seals being unbroken, it shall be delivered either in bottles or in other suitable containers of not less capacity than two gallons.

(2) Every bottle containing the milk shall be closed with a suitable tightly fitting disc and covered with a suitable outer cap overlapping the lip of the bottle and so fastened as to form a complete seal. The cap shall bear the name of the dealer by whom the milk was bottled, and the address of the licensed bottling establishment, the words "Grade A Milk" and the day of production and shall except with the consent of the licensing authority bear no other words. Where containers other than bottles are used, every container shall be closed with a tightly fitting cover and shall be suitably sealed and labelled.

C.—The following conditions apply to all holders of licences to sell milk as "Grade A":—

(1) The milk shall be produced and treated under such conditions that on a sample being taken at any time before delivery to the consumer the milk shall be found not to contain:—

(a) more than 200,000 bacteria per cubic centimetre, nor

(b) any bacillus coli in one-hundredth of a cubic centimetre.

(2) The milk shall not at any stage be treated by heat unless a licence to sell such milk as "Pasteurised" has been granted under this Order, and where such a licence has been granted the term "Pasteurised" shall be added after the designation "Grade A Milk" wherever such designation is used in connection with the sale of such milk or the labelling or marking of receptacles containing such milk.

PART IV.

CONDITIONS SUBJECT TO WHICH LICENCES FOR SELLING MILK AS "PASTEURISED" MAY BE GRANTED.

(1) The milk shall be pasteurised, that is to say, retained at a temperature of not less than 145° and not more than 150° Fahrenheit for at least half an hour, and be immediately cooled to a temperature of not more than 50° Fahrenheit.

(2) The milk shall not be so heated more than once and shall not be otherwise treated by heat.

(3) The type of apparatus used for pasteurising and the methods employed shall be such as are satisfactory to the licensing authority.

(4) Every vessel containing the milk shall bear a suitable label with the words "Pasteurised Milk" and the day of pasteurisation.

(5) On a sample of the milk being taken at any time after pasteurisation and before delivery to the consumer, the milk shall be found not to contain

(a) more than 30,000 bacteria per cubic centimetre, nor

(b) any bacillus coli in one-tenth of a cubic centimetre;

Provided that at any time before the 1st day of January, 1924, the requirements of this paragraph shall be deemed to be satisfied, if on a sample being taken as aforesaid the milk is found not to contain more than 50,000 bacteria per cubic centimetre.

FOURTH SCHEDULE.

FEES PAYABLE FOR LICENCES.

For a Licence to sell Milk as "Certified."	£ s. d.
License in respect of the establishment at which the milk is produced	5 0 0
License in respect of the shop or other premises (not being such establishment as aforesaid) at or from which the milk is sold	0 5 0
Supplementary Licence to sell milk from premises which are outside the area of the licensing authority	0 2 0

For a Licence to sell Milk as "Grade A (Tuberculin tested)" or "Grade A."	£ s. d.
Licence in respect of the establishment at which the milk is produced	1 1 0
Licence in respect of the establishment (whether the establishment at which the milk is produced or not) at which the milk is bottled	2 2 0
Licence in respect of the shop or other premises (not being the establishment at which the milk is produced or bottled) at or from which the milk is sold	0 5 0
Supplementary Licence to sell milk from premises which are outside the area of the licensing authority	0 2 0
For a Licence to sell Milk as "Pasteurised."	
Licence in respect of the establishment in which the process of pasteurising is carried on	1 1 0
Licence in respect of the shop or other premises at or from which the milk is sold where the seller is not the person who holds the licence in respect of the pasteurising establishment	0 5 0
Supplementary Licence to sell milk from premises which are outside the area of the licensing authority	0 2 0

A. B. MACLAUGHLIN,

Assistant Secretary,

Ministry of Health.

9th December.

Societies.

Solicitors' Benevolent Association.

The monthly meeting of the Directors was held on the 14th inst., Mr. J. F. Rowlatt in the chair. The other Directors present were Sir Norman Hill, Bart. (Liverpool), Sir Richard S. Taylor, and Messrs. S. J. Attenborough, E. R. Cook, W. F. Cunliffe, T. S. Curtis, E. F. Dent, W. E. Gillett, L. W. North Hickley, E. F. Knapp-Fisher, E. B. Knight, C. G. May, M. A. Tweedie, A. Copson Peake (Leeds), and P. J. Skelton (Manchester). £838 was distributed in grants of relief, 239 new members were admitted, and other general business transacted.

Death Sentences Commuted.

The Home Secretary has granted a reprieve in the following cases in which sentence of death had been passed:—

Mrs. Ellen Jones, for the murder of Mrs. Stevens at North Kensington.
Lionel Symonds, the legless ex-sailor, condemned in connection with the death of a young girl on the railway at Hershams, Surrey.
Abraham Rhodes, a miner, of Ferrybridge, Yorkshire, for the murder of his wife; and
William Lockey, sentenced to death at Durham for the murder of his wife.
In the case of Rhodes, the jury had added a recommendation to mercy on account of strong provocation.

The Estate Market, 1922.

Messrs. Hampton & Sons, 20 St. James' Square, S.W.1, in a Review of this subject say:—

In appending our Annual Report on the sections of the Estate Market, in which our activities chiefly lie, we may say by way of foreword that the hopes we expressed at the end of last year have been, so far as our experience goes, more than fully justified. We are writing before the year is out, but from the present returns it is clear that our sales will exceed those of the previous year by a figure closely approaching one million pounds sterling. This result has been attained not from one or two sales of exceptional amount, but from steady business the whole year through. While this is naturally gratifying to us, as it also indicates at any rate a greater or less extent the trend of the market generally, it is a matter for congratulation for all those whose interests are centred in Real Estate. Gradually vendors are beginning to realise that, if they are in earnest in their desire to sell, it is useless to base their asking figures on prices realised in the boom years, and this is probably one of the factors that has helped to make realisations more numerous. Generally the sums obtained for properties for which there is any real demand have been quite good, and well in advance of pre-war values. From all the indications we feel full of confidence for the coming year. The improvement in commerce, the lifting of the veil in the political arena, have dispelled fears, and so far as our observations go, there is a tendency to look more hopefully into the future, and it is generally in such times that the estate market has a strong and steady tendency.

RESIDENTIAL AND LANDED ESTATES.

In looking through the results of the year's business it is gratifying to find steadily increasing returns of sales effected, especially of purely residential estates sold for occupation, including some notable transactions, notable in that the properties entail a heavy cost for maintenance, showing

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THE MANAGER, LAW COURTS BRANCH, 29-30, HIGH HOLBORN, W.C.1.

THE TRUSTEE MANAGER, MANCHESTER BRANCH, 94-96, KING STREET.

that really choice places of this character will still find buyers in spite of the continued high taxation. Farms, especially for stock and dairying, still find a ready sale, and for the best land, prices of last year are being maintained. When writing last year we looked for an increased demand for Sporting Estates, and, although this was slow in showing itself, the last few months have fully proved that our forecast was justified.

COUNTRY AND SUBURBAN HOUSES.

The demand for purely residential properties in every part of the country has been distinctly good, and the number of transactions recorded in connection with this class of property is well above the average. The activity of the public during the trying months of 1922, in regard to places entailing no heavy responsibilities of staffing and upkeep, may well encourage us to think that the coming year under the new conditions will be exceedingly prosperous. The real fact is that in cases where owners are prepared to be reasonable in their prices, business can be done without much difficulty, but, unfortunately, there are still many owners holding out unwisely for prices for which there is no justification beyond the pleasant memories of certain boom years. It may be stated that at no time was the question of price a more important factor than it is to-day. It is not a question of quoting anything so low as pre-war figures, but of realising that extravagant prices or prices based on cost are grave obstacles to a sale. All round London in what is known as the "daily bread" area, the market has been exceedingly active, and an even more attractive state of things is being confidently looked forward to in the New Year. Certain districts have been very popular. At the time of writing, for instance, there is scarcely a medium-sized place available at Oxted. Again, the Reigate and Redhill district has certainly retained its public, but perhaps, Purley has shown of all the outer suburbs, the greatest number of transactions. Coming a little nearer to Town, nothing is more remarkable than the consistency with which Wimbledon retains its hold on public favour, and, furthermore, how prices obtained bear witness to the unique charms and advantages Wimbledon, as a place of residence, possesses. In the course of 1922, dealings with some of the finer Wimbledon abodes have caused much comment among even the most experienced authorities on values.

TOWN HOUSES AND FLATS.

The outstanding features of 1922 have been the keen demand for Unfurnished Flats and Houses of the smaller and medium-sized type, and the paucity of enquiries for furnished houses and the large type of town mansion. Flats of all descriptions have been greatly sought after, irrespective of rental, but premiums have tended to a more normal level. We have had no difficulty in disposing of the few "super" flats that have come into the market, and there is no doubt the demand for really fine suites with eight to ten bedrooms is greater than ever. Flats in St. James', Mayfair, and Westminster are never many weeks in the market unless the terms are prohibitive. More houses have been offered for letting unfurnished on lease, and substantial premiums have been readily obtainable, especially for the direct lease of the smaller houses. Properties of all descriptions, offering the great advantages of high ground, private garden and easy access to the City and West End, command a ready sale, the neighbourhood of Camden Hill and Hampstead being those most sought after; in the latter district, we have placed a large number of the better-class houses, and prices realised, if below those of the boom years, are still extremely satisfactory.

BUSINESS PREMISES AND SITES.

Shops in leading positions are still greatly in demand, and we have but little difficulty in expeditiously placing any, not only in London, but the chief suburbs and provincial towns, that are placed in our hands for disposal. The large number of new buildings recently erected, and in course of erection in the West End, has so increased the supply of offices, that for the moment this is rather beyond the demand. We look upon this, however, as being a purely temporary phase, as with the increased business which is generally being done the many firms that have during the last year or two of difficult times been marking time, will launch out into larger and more modern premises, and the easier business conditions will also encourage the opening up of new branches and new ventures. There is fair demand for warehouse-

and factory premises, and when owners are willing to let, business is readily done. Sales, too, can be accomplished, providing the price asked is a reasonable one and not based on the figures of 1919 and 1920. Building sites, excepting in leading positions, are not very greatly in demand, as although there has been a very sensible reduction in the cost of building, this is still sufficiently high to make it a doubtful policy to erect new premises if there is a reasonable alternative.

INVESTMENTS AND BUILDING LAND.

The demand for investment properties has been, perhaps, one of the most marked features of the market. Ground rents and good class shop properties, if offered at reasonable figures, can be practically immediately realised, and there are buyers for almost any class of property in central London. Ordinary house property, which for some few years past has been almost unsaleable for investment purposes, is also getting in greater demand, although the Rent Restrictions Act naturally still has a prejudicial effect on such realisations.

The market for building land is better than it has been for several years. We have placed considerable blocks, as well as separate plots in estates under our management or agency, the greatest demand being for land where villas of the value of £1,000 or so can be erected, and there are a very large number of such houses being built and private enterprise is doing a great deal to lessen the shortage of this type of house. It is essential, however, for individuals or societies who build such to do so only for re-sale, as it is almost impracticable to build to let at economic rentals.

Obituary.

Mr. E. H. Flood.

The death took place, on the 22nd inst., at his residence, the Old Manor, Chester-walk, Cheltenham, of Mr. Edgar Henry Flood, solicitor, of Cheltenham. Mr. Flood, who was sixty years of age, had not been well for some weeks past, but he had been able to be about until the last few days. His death resulted from heart trouble.

Born at the Shrubberies, Watford, Herts, and educated at a German University, Mr. Flood was admitted as a solicitor in 1897. He spent practically the whole of his professional life in Cheltenham, and he married a Cheltenham lady, Miss Evelyn Kate Luckie, by whom he is survived. He leaves one daughter, Mrs. Archibald Watt, who was married in July last, and is now at Victoria, Vancouver Island.

In his younger days Mr. Flood was much devoted to athletics, and not only played full back for Herts, but was a fine runner, and the winner of sundry trophies. Mr. Flood was also an acknowledged expert in theatrical matters. Early in his career he spent some time on the professional stage, and for many years past his helping hand was always at the disposal of local amateur societies, especially the Amateur Operatic and Dramatic Society, for whom, on many occasions, he acted as coach and producer.

A year or so ago Mr. Flood was presented with a handsome testimonial as a recognition on the part of a host of friends of the services he had rendered to dramatic and other organisations in the town, and of the esteem in which he was held by the subscribers.

Law Students' Journal.

The Law Society.

The Principal will be in his room at The Society's Hall on Monday and Tuesday, 8th and 9th January, from 10.30 a.m. to 12.30 p.m., and from 2.30 p.m. to 4.30 p.m., for the purpose of seeing students who desire to enter for the lectures or classes of the First Term, 1923. It is particularly requested that all such students will make a point of calling during the above hours, or, if they are unable to call, will write to the Principal, giving full particulars of their requirements.

The Principal will also be in his room every Tuesday and Friday during Term, from 2 p.m. to 4 p.m., for the purpose of being consulted by students.

Legal News.

General.

Mr. Geoffrey Chevalier Cheshire, B.C.L., Fellow of Exeter College, Oxford, has been elected to a lectureship in private international law.

It is understood, says *The Times*, that Mr. G. M. T. Hildyard, K.C., will be appointed Master in Lunacy in succession to Master Theobald, K.C., who has retired.

THE MIDDLESEX HOSPITAL.

WHEN CALLED UPON TO ADVISE AS TO LEGACIES, PLEASE DO NOT FORGET THE CLAIMS OF THE MIDDLESEX HOSPITAL, WHICH IS URGENTLY IN NEED OF FUNDS FOR ITS HUMANE WORK.

Mr. Arthur Cordery, of New-square, Lincoln's Inn, W.C., barrister-at-law, who died on 28th September, aged seventy-five years, left £63,659, with net personalty £61,344. He left £200 to his clerk Henry Pyke.

A Reuter's message from Washington of 21st December, says the appointment was confirmed that day of Mr. Pierce Butler, of St. Paul, to be Associate Justice of the Supreme Court in the room of Mr. William R. Day.

Mr. James McDonald, J.P., of Manchester and Sale, Cheshire, solicitor, who died on 13th October last, a former president of the Manchester Law Society, left estate of the gross value of £14,469, with net personalty £14,331.

The Select Committee on the House of Lords Offices reports that a mistake was made in calculating the pension of Sir Albert Gray, counsel to the Chairman of Committees, House of Lords. He was entitled to ten added years for professional qualifications, and those added years had not been taken into account. The proper amount of the pension is £1,080. There will also be a supplement under the new Treasury agreement, amounting at present to £120, but this supplement is subject to quarterly revision. The Committee authorised the correction.

The Right Hon. Henry Ludlow, 2nd Baron Ludlow, of Luton Hoo, Luton, and of Park House, Piccadilly, W., Master of the Hertfordshire Hounds, at one time counsel for the Treasury, the Great Western Railway, and the G.P.O., who died from the effects of an accident while returning from a meet of the Hertfordshire Hounds on 8th November, aged fifty-seven, left property in his own disposition of the gross value of £100,745 1s. 10d., with net personalty £9,589 4s. 9d.

Sir John Rankine, LL.D., K.C., F.R.S.E., F.S.A., of Ainslie-place, Edinburgh, and of Threepwood (near Lauder), Roxburgh, lately Professor of Scots Law in the University of Edinburgh, author of several works on Scots law, a director of the Commercial Bank of Scotland, Limited, and of the Edinburgh Assurance Company, Limited, who died on 8th August last, aged seventy-six, son of the late Rev. Dr. John Rankine, D.D., of 80m, Ayrshire, left, in addition to real estate of considerable value, personal estate in Great Britain valued at £98,774, of which his holdings in various classes of war loans amount to £38,867.

The Times correspondent, in a message from Paris, dated 27th December says: An inquiry made by the French Ministry of Agriculture through the Prefects of Departments with a view to offering some monetary recognition to families who have cultivated the same land for more than 100 years has brought to light a remarkable instance of this continuity of tenure and labour. At Asson, in the Basses Pyrénées, a little place about nine miles from Pau, the Larriuh family has cultivated its land for more than eight centuries. A deed of 1074 bears witness to a dispute about a right of way between the Larriuh of that day and a neighbour named Sazie. The Sazie family also is represented at Asson to this day.

The Times under City Notes (23rd inst.) says: Recent ex-enemy debt decisions given by the Mixed Arbitral Tribunal have included several affecting Stock Exchange debts. One of these concerned the question of whether payment could be claimed from German nationals of interest on a stockbroker's account which included contangoes. The German view was that such interest could not be claimed, on the ground that the contango itself was in the nature of interest, and that therefore this represented a claim for interest upon interest. Brokers, however, contended that as they were agents only, such claims were made on behalf of clients, and therefore represented payments of principal. Accordingly they claimed that interest should be payable on them as on other items in the account. The Tribunal has upheld this contention.

Mr. Samuel Walker, of 22, Moorgate, who died at Sydenham recently, aged eighty-one, was believed to be the oldest practising surveyor in the country. He was articled as far back as 1857 to the late Mr. Francis Vigers, and in his early twenties made a reputation as a compensation surveyor. At the age of twenty-six he was engaged on behalf of the Treasury in buying out the interests in the properties required for the erection of the new Law Courts. From that time up to the date of his death he was engaged on a large proportion of the more important cases of compulsory purchase relating to property in and around the Metropolitan area. He was a very early member of the Surveyors' Institution, and was on the Committee of the Incorporated Benevolent Society of Auctioneers and a director of the old Auction Mart. He was a Past Master of the Plasterers' Company, and for a number of years was a member of the board of management of the St. Anne's Home at Redhill. His widow, with two sons and three daughters, survives him. His eldest son, Mr. William Selves Walker, who has been his partner since 1898, will continue the practice.

VALUATIONS FOR INSURANCE.—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SON (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, tria-bonae a speciality. (ADVT.)

Court Papers.

Circuits of the Judges.

CROWN OFFICE,
22nd December, 1922.

Days and places fixed for holding the Winter Assizes, 1923 :—

NORTHERN CIRCUIT.

Mr. Justice Greer.
Mr. Justice Branson.

Tuesday, January 16th, at Appleby.
Thursday, January 18th, at Carlisle.
Tuesday, January 23rd, at Lancaster.
Monday, January 29th, at Liverpool.
Monday, February 19th, at Manchester.

OXFORD CIRCUIT.

Mr. Justice Avory.
Mr. Justice Shearman.

Saturday, January 13th, at Reading.
Thursday, January 18th, at Oxford.
Monday, January 22nd, at Worcester.
Saturday, January 27th, at Gloucester.
Friday, February 2nd, at Monmouth.
Thursday, February 8th, at Hereford.
Tuesday, February 13th, at Shrewsbury.
Monday, February 19th, at Stafford.

WESTERN CIRCUIT.

Mr. Justice Rowlatt.
Mr. Justice Sankey.

Tuesday, January 16th, at Devizes.
Friday, January 19th, at Dorchester.
Tuesday, January 23rd, at Taunton.

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Saturday, January 27th, at Bodmin.
Wednesday, January 31st, at Bristol.
Monday, February 5th, at Exeter.
Friday, February 9th, at Winchester.

NORTH WALES AND CHESTER CIRCUIT.

Mr. Justice Swift.
Mr. Justice Acton.

Friday, January 12th, at Welshpool.
Monday, January 15th, at Dolgelly.
Thursday, January 18th, at Carnarvon.
Saturday, January 20th, at Beaumaris.
Tuesday, January 23rd, at Ruthin.
Saturday, January 27th, at Mold.
Monday, February 26th, at Chester.

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

EDITORS MUST SEND IN THEIR CLAIMS TO THE LIQUIDATOR AS NAMED ON OR BEFORE THE DATE MENTIONED.

London Gazette.—TUESDAY, December 19.

JOHN WILLIAMS LTD. Jan. 15. Arthur Greenwood, Old Borough-chambers, Dewsbury.
I. & H. CLORE LTD. Feb. 5. Algernon O. Miles, 28, King-st., E.C.
W. TROUSLIMSON-WALKER LTD. Jan. 31. Charles C. Forster, Victoria House, Walsgate, York.
LONDON COLLIERY CO. (1910) LTD. Jan. 5. Frank C. Ryan, Exchange-bldgs., Swansea.
RIKARD TEXTILE CO. LTD. Jan. 27. Charles F. Farmery, 4 South Hill Park-gdns., Hampstead, N.W.
DAWKIN & CO. LTD. Dec. 29. B. J. Cherry, 41, Bedford-way, W.C.1.
HEW AND CHAPMAN LTD. Jan. 30. Robert J. Barrow, Atlantic House, Holborn-vestry, E.C.1.
ARMY'S ELING BAKERY CO. LTD. Jan. 5. Ernest Edwards, 70, Commercial-rd., Portsmouth.
THE WILLIAMSON CLOTH CO. LTD. Jan. 31. Colin M. Stamer, 7, Norfolk-st., Manchester.

London Gazette.—FRIDAY, December 22.

INDURAS TRUST LTD. Jan. 31. Percy Garratt, 1, Regent-st., S.W.1.
SHARP STAR SERVICES LTD. Feb. 3. Sir Reginald Brade, G.C.B., and Mr. Percy Garratt, 110, Charing Cross-rd., W.C.2.
BREWER'S ALBION & ST. HELENS WHARVES LTD. Jan. 31. Frank T. Shearcraft, 22, Newgate-st., E.C.1.
BREWER'S WHARF LIGHTERAGE LTD. Jan. 31. Frank T. Shearcraft, 22, Newgate-st., E.C.1.
BREWER'S WHARF & TRANSPORT LTD. Jan. 31. Frank T. Shearcraft, 22, Newgate-st., E.C.1.
BREWER'S WHARF CARGAGE LTD. Jan. 31. Frank T. Shearcraft, 22, Newgate-st., E.C.1.
TROPICAL DEVELOPMENT ASSOCIATION LTD. Jan. 2. A. P. Barber, 125, High Holborn, W.C.1.
WOLVERHAMPTON FARINA MILLS LTD. Jan. 31. Joseph Stephenson, Church-close, Boston.
NEW SCREYDALS LTD. Feb. 7. Stanley C. Lynton, 61/61, New Oxford-st., W.C.1.
THE SCHOOP SYNDICATE LTD. Jan. 31. Robert H. Porter, Austin Friars House, E.C.2.
SEELY THORNTON & CO. LTD. Feb. 12. Raymond Crane, 40/47, London Wall, E.C.2.
THE FRANK O. K. CO. LTD. Jan. 31. Frederick T. P. Deyes, 10, North John-st., Liverpool.
GALICK & RUSSELL LTD. Jan. 4. John James, 4, Walbrook-square, E.C.4.
SWANSEA CARBONIZING SYNDICATE LTD. Feb. 14. Percival R. Robathan, 8, Park-place, Cardiff.

London Gazette.—TUESDAY, December 26.

ALGERS BUNKERING ASSOCIATION LTD. Jan. 20. George F. Lewis, Baltic House, Leadenhall-st., E.C.3.
THE UNIVERSITY SETTLEMENT ASSOCIATION IN CARDIFF. Feb. 28. L. H. Allen Pratt, L.L.B., 49 and 50, Mount Street-cy, Cardiff.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, December 15.

F. H. Chambers & Co. Ltd.
Mersey Stevedoring Co. Ltd.
The North Gloucestershire Golf Co. Ltd.
The Malay & Mid-East Rubbers Ltd.
Forster & Turler Ltd.
Brick & Tile Manufacturers Corporation Ltd.
A. Santos Silva & Co. Ltd.
Town Properties' Development Co. Ltd.
British Premier Receptacles Ltd.
Stockfield Works Ltd.
Parker Wakeling & Co. Ltd.
Kliver Entertainments Ltd.
Cole Mill Ltd.
Mitchell Pollard & Co. Ltd.
J. F. Duncan & Co. Ltd.
The Harborne Golf Club Ltd.
Thomas W. Chappell & Son Ltd.
E. H. W. Rallings Ltd.
The Enterprise Engineering Co. Ltd.
Embozo Ltd.
Abbott Anderson & Abbott Ltd.
Amalgamated Brickfields Ltd.
Liverpool & Manchester Motor Transport Co. Ltd.
Delight-a Confectionery Co. Ltd.
London United Press Ltd.
Scott Autocar Co. Ltd.
Cable Hosiery Co. Ltd.
Ropner Shipbuilding and Repairing Co. (Stockton) Ltd.
Banger's Concrete Construction Co. Ltd.
Blackmore & Co. Ltd.
Chain Elevators Ltd.
Liquid Lifts Ltd.
John Payne Steam Towing Co. Ltd.

London Gazette.—TUESDAY, December 19.

International Artists' Film Co. Ltd.
Ashby & Co. (Seaford) Ltd.
The National Agency (Provincial) Ltd.
Silk and Textile Co. Ltd.
Kiley & Co. (Mortlake Saw Mills) Ltd.
Richmond Woodworking Co. Ltd.
Flitgrave Investment Co. Alcock's Ltd.
A. W. Ellis & Co. Ltd.
Wilkinson & Clarke Ltd.
Young and Chapman Ltd.
Merritt and Vickers Ltd.
De Sant' Anna Ltd.
Amalgamated Clubs Brewery Co. Ltd.
Standard Wood Chemicals Co. Ltd.
The Cane Wax & Chemicals Co. Ltd.
The Hackney Coal Co. Ltd.
Turkish Tobacco Export Co. Ltd.
McM. Manufacturing Co. Ltd.
Alie Shaw Ltd.

London Gazette.—FRIDAY, December 22.

Honduras Trust Ltd.
Kershaws (London) Ltd.
Electrads Ltd.
Chamberlains Wharf Ltd.
Hamilton Engineering & Motor Works Ltd.
Challoner Brothers Ltd.
Sybu Syndicate Ltd.
John W. Shaw Ltd.
Brewer's Wharf and Transport Ltd.
Brewer's Wharf Cartage Ltd.
Brewer's Wharf Lighterage Ltd.
Algiers Bunkering Association Ltd.
The Exmouth Masonic Club Co. Ltd.
Lambard, King & Co. Ltd.
H. J. Hookham & Sons Ltd.
Philip S. Doherty (Engineers) Ltd.
Electro-Metallurgical Extraction Ltd.
North Walton Motor Co. Ltd.
Keelson Rubber Estates Ltd.
Coal, Peat & Oil Ltd.
John W. Shaw Ltd.
Brewer's Wharf and Transport Ltd.
Brewer's Albion and St. Helens Wharves Ltd.
James Jarratt & Co. Ltd.
Percy Lewis Ltd.
Gill & Whitaker (Leeds) Ltd.
The Plantation Rubber Manufacturing Co. Ltd.

Lester, Ballantyne & Co. Ltd.
W. Thomas & Co. Ltd.
Soetermeer Fekkes (London) Ltd.
Schoop Syndicate Ltd.
Oxford Shoe Co. Ltd.
P. & J. Peter Ltd.
Auto-Transport (Brighton) Ltd.
The Victoria Clothiers Co. Ltd.
Tees Investment Corporation Ltd.

London Gazette.—TUESDAY, December 26.

M. L. Blamey & Son Ltd.
Birkenhead and District Grocers' Buying Committee Ltd.
Joseph Dyson & Sons Ltd.
Ashby's Eling Brewery Co. Ltd.
J. C. Morten Ltd.
E. C. Blackwell Ltd.
Carey & Co. Ltd.
F. Butterfield Ltd.
Knight, Wagstaff & Co. Ltd.
H. Berg & Sons Ltd.
The Sheepsheer-Wooling Co. Ltd.
Friend Hardy & Sons Ltd.
Hazel Bros. Ltd.
University Settlement Association in Cardiff.
The Welsh Brick, Slate & Lime Co. Ltd.
Seaford Stella Picture House Ltd.
Shaw & Co. (Shipping) Ltd.
The Newcastle Steamship Co. Ltd.
Clan Hat Co. Ltd.
New Hall Farm Ltd.
The Metal Graving Co. Ltd.
The Vykling Manufacturing Co. Ltd.
George Airey & Co. (Electricians) Ltd.
The West Kent Works Ltd.

Bankruptcy Notices.

RECEIVING ORDERS.

London Gazette.—TUESDAY, December 19.

ALTMAYER, FLORENTIN, Merthyr Tydfil, Fish Fryer. Merthyr Tydfil. Pet. Dec. 15. Ord. Dec. 15.
BAKER, MRS. GEORGE, Regent's Park, Actress. High Court. Pet. Dec. 14. Ord. Dec. 14.
BALL, JAMES, Great Grimsby, Baker. Great Grimsby. Pet. Dec. 15. Ord. Dec. 15.
BILBY, JOHN N., St. Helens, Grocer. Liverpool. Pet. Nov. 25. Ord. Dec. 14.
BRETT, EDWARD G. J., Rochford, Essex, late Grain Broker. Chelmsford. Pet. Dec. 13. Ord. Dec. 13.
BURROWS, HENRY V., Winchester, Painter. Winchester. Pet. Dec. 14. Ord. Dec. 14.
CLARE, JOE, Killarney, Derby, Farmer. Chesterfield. Pet. Dec. 15. Ord. Dec. 15.
COOK, FRANCIS E. A., Ipswich, Director of a Limited Company. Ipswich. Pet. Dec. 11. Ord. Dec. 11.
CRAWFORD, RICHARD W., Scarborough, Ship's Stores Merchant. Scarborough. Pet. Dec. 15. Ord. Dec. 15.
DARBY, WILLIAM J., Martham, Norfolk, Grocer. Great Yarmouth. Pet. Dec. 16. Ord. Dec. 16.
ELDRIDGE, JOSEPH A., Portsmouth, Insurance Agent. Portsmouth. Pet. Dec. 4. Ord. Dec. 15.
EVANS, DAVID J., Merthyr Tydfil, Innkeeper. Merthyr Tydfil. Pet. Dec. 14. Ord. Dec. 14.
FOX, KATE, Doncaster, Licensed Victualler. Sheffield. Pet. Dec. 14. Ord. Dec. 14.
GERMAN, WILLIAM H., Chatham, Sail & Blind Manufacturer. Rochester. Pet. Dec. 15. Ord. Dec. 15.
GOTTLIEB, LOUIS, Hambury-st., Tailor. High Court. Pet. Nov. 14. Ord. Dec. 13.

GRIFFITHS, THOMAS, Kidwelly, Farmer. Carmarthen. Pet. Dec. 14. Ord. Dec. 14.
 GURRINS, WALTER, J., Chalford Hill, Gloucs., Bailiff. Gloucester. Pet. Dec. 14. Ord. Dec. 14.
 HIPPINS, WILLIAM A., Stoke Park nr. Slough. Windsor. Pet. Nov. 18. Ord. Dec. 15.
 HOLLAND, GERALD E., Junr., Lowestoft, Bus Driver. Great Yarmouth. Pet. Dec. 14. Ord. Dec. 14.
 HUMPHREYS, WILLIAM, and JACKSON, JOHN T., Hoole, General House Decorators. Chester. Pet. Dec. 15. Ord. Dec. 15.
 HYMAN, JOSEPH S., and HYMAN, ABRAHAM S., Poplar, Rag, Waste and General Merchants. High Court. Pet. Dec. 13. Ord. Dec. 13.
 IRELAND, THOMAS, Grateley, Hants, Farmer. Salisbury. Pet. Dec. 14. Ord. Dec. 14.
 JEFFERY, NATHAN, Radwinter, nr. Saffron Walden, Farmer. Cambridge. Pet. Dec. 16. Ord. Dec. 16.
 JEWKES, JOSEPH, Belper, Fruiterer. Derby. Pet. Nov. 30. Ord. Dec. 14.
 JONES, JAMES N., Caerphilly, Auctioneer. Pontypridd. Pet. Nov. 27. Ord. Dec. 12.
 KAUFFMAN, ISIDORE, Walbrook, General Merchant. High Court. Pet. Dec. 14. Ord. Dec. 14.
 LOWE, FREDERICK, Oldham, Boot Repairer. Oldham. Pet. Dec. 12. Ord. Dec. 12.
 MAFFUNIADIS, JANE E., Tottenham. Edmonton. Pet. July 21. Ord. Dec. 13.
 MACFYNIADES, NELLIE, Tottenham. Edmonton. Pet. July 21. Ord. Dec. 13.
 MORRIS, OSWALD, Merthyr Tydfil, Greengrocer. Merthyr Tydfil. Pet. Dec. 15. Ord. Dec. 15.
 OLIVER, JAMES, Battle, Wood Merchant. Hastings. Pet. Nov. 24. Ord. Dec. 14.
 PERRY, H. S., Goring, Oxford. Oxford. Pet. Nov. 30. Ord. Dec. 16.
 PLATT, BEVIS, Halifax, Teacher. Halifax. Pet. Dec. 1. Ord. Dec. 14.
 POWELL, JOHN A., Great Grimsby, late Fish Merchant. Great Grimsby. Pet. Dec. 16. Ord. Dec. 16.
 REES, GEORGE, Castlemartin, Pembroke, Farmer. Haverfordwest. Pet. Dec. 15. Ord. Dec. 15.
 RINBOROUGH, ROBERT, Hackford-by-Reepham, Norfolk. Farmer. Norwich. Pet. Dec. 16. Ord. Dec. 16.
 ROBERTSON, WALTER, Fulham, Clerk. High Court. Pet. Oct. 19. Ord. Dec. 14.
 ROFFE, ARTHUR H., Aston Clinton, Bucks, Butcher. Aylesbury. Pet. Dec. 14. Ord. Dec. 14.
 ROUGH, JOHN C., Oxford, Boat Builder. Oxford. Pet. Dec. 2. Ord. Dec. 16.
 SILVER, D., Rupert-st., W., Silk and Woollen Merchant. High Court. Pet. Nov. 8. Ord. Dec. 14.
 SMITH, DIOBY G. and SMITH CLAUDE A., Croydon, Stationers. Croydon. Pet. Dec. 15. Ord. Dec. 15.
 SPAFFER, MARIE, Islington. High Court. Pet. Dec. 14. Ord. Dec. 14.
 SPACKMAN, WILLIAM J., Bow, Builder. High Court. Pet. Sept. 19. Ord. Dec. 15.
 SPIVAK, SAMUEL, Old Ford-rd., E., Cabinet Maker. High Court. Pet. Dec. 14. Ord. Dec. 14.
 SHAW, F., Boston, Lincs. Boston. Pet. Dec. 1. Ord. Dec. 14.
 TANNER, ROBERT E. J., Penarth, Cinema Furnisher. Cardiff. Pet. Nov. 25. Ord. Dec. 12.
 TAYLOR, MARY J., Waterloo, Lincs., Licensed Victualler. Liverpool. Pet. Dec. 2. Ord. Dec. 15.
 VARTY, ROBERT D., Rayleigh, Essex, Garage Proprietor. Chelmsford. Pet. Dec. 13. Ord. Dec. 13.
 WILCOX, HERBERT, Aldersgate-st., Agent. High Court. Pet. Nov. 11. Ord. Dec. 14.
 WILLIAMS, H. B. O., St. George's-sq. High Court. Pet. Nov. 2. Ord. Dec. 14.
 WILSON, GEORGE W., Shute, nr. Axminster. Exeter. Pet. Dec. 13. Ord. Dec. 13.

London Gazette.—FRIDAY, December 22.

ADLER, LEOPOLD, Lower James-st., Golden-sq., Staff Merchant. High Court. Pet. Oct. 19. Ord. Dec. 19.
 ARTHUR, GEORGE K., Wardour-st., Film Artist. High Court. Pet. Oct. 9. Ord. Dec. 19.
 ATKINSON, THOMAS, Castleford, Blacksmith. Wakefield. Pet. Dec. 20. Ord. Dec. 20.
 ATKINSON, THOMAS, Palmsthorpe, Yorks, Farmer. York. Pet. Dec. 18. Ord. Dec. 18.
 BREWSHER, J. P. H., Southampton-row. High Court. Pet. Nov. 29. Ord. Dec. 19.

BOWER, CHARLES H., Moor-lane, General Merchant. High Court. Pet. Dec. 15. Ord. Dec. 15.
 BROWN, HUBERT J., Loddon, Norfolk, Cycle Agent. Great Yarmouth. Pet. Dec. 18. Ord. Dec. 18.
 BROWN, JOHN W., Shotesham St. Mary, Norfolk, Farmer. Norwich. Pet. Dec. 19. Ord. Dec. 19.
 BRIBLEY & JOHNSON, Manchester, General Merchants. Manchester. Pet. Nov. 30. Ord. Dec. 19.
 CARLTON, JACK, Queenborough-terr., Actor. High Court. Pet. June 14. Ord. Dec. 19.
 CASTLOW, BEY, Stockton-on-Tees, Firewood Merchant. Stockton-on-Tees. Pet. Dec. 20. Ord. Dec. 20.
 CLARK, HAROLD E., Clifton, Bristol, Tailor. Bristol. Pet. Dec. 18. Ord. Dec. 18.
 CLEAR, ALFRED J., Fulham, Licensed Victualler. High Court. Pet. Dec. 1. Ord. Dec. 19.
 CLEGG, ETHEL H., Blackburn, Milliner. Blackburn. Pet. Dec. 19. Ord. Dec. 19.
 CLEGG, FRED, Rochdale, Builder. Rochdale. Pet. Dec. 9. Ord. Dec. 15.
 CORLEN CYRIL C. G., Hampstead. High Court. Pet. Oct. 31. Ord. Dec. 19.
 COHEN & HARRIS, Whitechapel, Ladies' Tailors. High Court. Pet. Oct. 18. Ord. Dec. 19.
 DAVIES, MARY, and DAVIES, DAVID T., Farmers, Llangain. Carmarthen. Pet. Dec. 8. Ord. Dec. 19.
 DAVIS, HARRY, Victoria-st., Caterer. High Court. Pet. Nov. 21. Ord. Dec. 19.
 DOUBLEDAY, CECIL E., Bingham, Notts, Printer, Nottingham. Pet. Dec. 6. Ord. Dec. 20.
 DRAKE, F. A., Rochdale, Shopkeepers Sundryman. Rochdale. Pet. Nov. 23. Ord. Dec. 19.
 DYSON, ARTHUR, Rawmarsh, Yorks, Grocer. Sheffield. Pet. Dec. 19. Ord. Dec. 19.
 EMBURY, HENRY J. W., and EMBURY, KENNETH S., Newton Abbot, Electrical Engineers. Exeter. Pet. Dec. 18. Ord. Dec. 18.
 FINEBERG, B., Dalston. High Court. Pet. Nov. 27. Ord. Dec. 12.
 GREGORY, WILLIAM, Liverpool, Timekeeper. Liverpool. Pet. Mar. 9. Ord. Dec. 20.
 GRINDEY, JOHN W., Longton, Hardware Dealer. Hanley. Pet. Dec. 18. Ord. Dec. 18.
 HARRIS, FRED, Ramsbottom, Lanes, Painter. Bolton. Pet. Dec. 20. Ord. Dec. 20.
 HAYNES, LESLIE E., High Holborn. High Court. Pet. Nov. 27. Ord. Dec. 20.
 HOLDEN, WILLIAM H., Coventry, Engineer. Coventry. Pet. Dec. 20. Ord. Dec. 20.
 HOLLEBONE, REGINALD A. S., Broad Street-pl. High Court. Pet. April 20. Ord. Oct. 27.
 IBBS, HARRY, Burslem. Hanley. Pet. Dec. 8. Ord. Dec. 18.
 JAMES, SPANLEY H., Lime-st., Clerk. High Court. Pet. Nov. 16. Ord. Dec. 20.
 LAURENCE, EMILY, Wembley Hill, Draper. St. Albans. Pet. Dec. 5. Ord. Dec. 19.
 LEINSTER, The Duke of, North-terr., Brompton-rd. S.W. High Court. Pet. July 1. Ord. Dec. 19.
 LESTER, DUDLEY E., Dover, Saddler. Canterbury. Pet. Dec. 19. Ord. Dec. 19.
 LILLIE, ALEXANDER, the Younger, Great Ayton, Yorks, Coal Merchant. Stockton-on-Tees. Pet. Dec. 2. Ord. Dec. 20.
 LITTMANN, J., Paper-st., E.C., Job and Stock Buyer. High Court. Pet. Nov. 30. Ord. Dec. 20.
 MANDERS, ALAN J., Curzon-st., W. High Court. Pet. Oct. 26. Ord. Dec. 20.
 MAYER, CHARLES J., Longton, Potters' Carter. Hanley. Pet. Dec. 20. Ord. Dec. 20.
 MILLER, WILLIAM, Watnall, Notts, Farmer. Nottingham. Pet. Dec. 19. Ord. Dec. 19.

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MORRIS, HAROLD, Birmingham, Engineer's Works Manager. Birmingham. Pet. Dec. 19. Ord. Dec. 19.
 PLAWS, ARTHUR G., Blomfield-st., Paddington, Actor. High Court. Pet. Dec. 20. Ord. Dec. 20.
 W. PRICE & Co., Plymouth, Electricians. Plymouth. Pet. Nov. 28. Ord. Dec. 18.
 REYNOLDS, GEORGE, Kingston-upon-Hull, Timber Importer. Kingston-upon-Hull. Pet. Nov. 24. Ord. Dec. 18.
 SAFFELL, EMY R., Brighton, Costumier. Brighton. Pet. Nov. 25. Ord. Dec. 19.
 SCHOLLES, FRED, Hollinwood, near Oldham, Commercial Traveller. Oldham. Pet. Dec. 18. Ord. Dec. 18.
 SCHOLLES, JOHN, Hollinwood, near Oldham, Commercial Traveller. Oldham. Pet. Dec. 18. Ord. Dec. 18.
 SEGERS, FRANK T., Leeds, Chocolate and Cigar Merchant. Leeds. Pet. Dec. 18. Ord. Dec. 18.
 SMALLMAN, WALTER D., St. George, Bristol, General Outfitter. Bristol. Pet. Dec. 19. Ord. Dec. 19.
 SMITH, ARTHUR E., Wellingborough, Tailor. Northampton. Pet. Dec. 18. Ord. Dec. 18.
 SMITH, LEVI, East Kirkby, Notts, Pork Butcher and Provision Dealer. Nottingham. Pet. Dec. 18. Ord. Dec. 18.
 SPARKER, GEORGE W., Chancery-lane. High Court. Pet. Sept. 29. Ord. Dec. 14.
 TAYLOR, ETHEL, Linthwaite, near Huddersfield. Huddersfield. Pet. Dec. 19. Ord. Dec. 19.
 THICKETT, GEORGE S., Maltby, near Rotherham, Farmer. Sheffield. Pet. Dec. 18. Ord. Dec. 18.
 THOMAS, JOHN T., Boncath, Pembrokeshire, General Merchant. Carmarthen. Pet. Nov. 14. Ord. Dec. 19.
 TREVELYAN, W., Ludgate-hill. High Court. Pet. Sept. 28. Ord. Dec. 7.
 VOSS, ARTHUR, Nottingham, Yarn Merchant. Nottingham. Pet. Dec. 5. Ord. Dec. 5.
 WALTON, HERBERT, Southport, Pastrycook and Confectioner. Liverpool. Pet. Dec. 19. Ord. Dec. 19.
 WORTH, ISAAC, Princetown, Devon, Licensed Victualler. Plymouth. Pet. Dec. 5. Ord. Dec. 18.
 WYATT, THOMAS, Lower Clapton-rd., Antique Dealer. High Court. Pet. Dec. 18. Ord. Dec. 18.

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